

JPA File No.: 06-105 I
AG Contract No.: KR07-0483TRN
Project: Master Roadway Maintenance
Section: Town of Jerome
TRACS No.: MAINTAGR
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

MASTER ROADWAY MAINTENANCE

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF JEROME

THIS AGREEMENT is entered into this date June 26th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF JEROME, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. It is in the best interests of and of mutual benefit to the STATE and the TOWN to enter into this Agreement related to those portions of State Route 89A ("SR 89A") located within the Town of Jerome, which are an integral part of the Town's street system and which form necessary and convenient links in the State Highway System.

4. The purpose of this Agreement is to identify and define the responsibilities of the State and the Town for the routine and emergency maintenance and improvements to SR 89A, between MP 343.6 – MP 346.5 within the Town, as delineated on Exhibit A, is attached hereto and made a part hereof.

5. This Agreement shall supercede any existing street maintenance Agreements, including JPA 86-012 (AG Contract No. KR86-1767, filed with the Secretary of State on 12/31/86, No. 11659), with the Town of Jerome within the Agreement Limits.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

28997
with the Secretary of State
Filed: 6-26-07
James K. [Signature]
Secretary of State
Dr. [Signature]

II. SCOPE OF WORK

1. The State shall be responsible for:

a. Construction of improvements to or repairs of existing and future roadway pavement, curbs, medians, channelization, guard rails and retaining walls necessary for safe and unobstructed operation of and travel on the highway. Said improvements shall include, but shall not be limited to, resurfacing, resealing, construction and replacement of the roadway and accessory structures such as curbs and guardrails.

b. Maintenance of the asphalt or other form of pavement from pavement edge to pavement edge and the following items:

i. Bridges and drainage ("drainage" shall include drainage structures under the roadway, but does not include side drainage or structures placed under the roadway by the Town of Jerome); and

ii. Standard Guardrails placed for the safe operation of vehicular traffic and standard R/W fence.

c. Granting the Town an encroachment permit, and ensure the permit is on file per established procedures through ADOT's Prescott District Office, for all planned routine/normal and emergency maintenance work for areas within the boundaries of this Agreement within the State's right-of-way.

d. Furnishing and maintaining all traffic control signs (except street name and parking signs), and lane, crosswalk and initial parking striping. Any electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate Agreement and will be governed by that Agreement.

e. Snow removal on the paved surface of SR 89A.

2. The Town shall be responsible for:

a. Street sweeping and cleaning, repair of sidewalks, handrails that do not serve as vehicular guard rails, and all Town utilities underneath the paved surface of SR 89A, and similar routine or emergency maintenance.

b. Maintenance of landscaping (including water).

c. Street lighting and street lighting maintenance. Maintenance consists of all routine and emergency repairs and replacement of equipment and includes electrical energy costs.

d. Removal of sand, rock and other debris in the roadway caused by natural slides or other unusual natural causes.

e. Parking striping (after initial installation), street name and parking signs, and all other signage per ADOT standards.

f. Complying with the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), as per A.R.S. 28-641, during all maintenance operations conducted by the Town on State Highway right-of-way.

g. Obtaining an encroachment permit and keeping on file per established procedures through ADOT's Prescott District Office for all planned routine/normal and emergency maintenance work for areas under this Agreement within the State's right-of-way.

h. Ensuring all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the State.

III. MISCELLANEOUS PROVISIONS

1. Term of Agreement. The terms, conditions and provisions of this Agreement shall remain in full force and effect. In the event the Town fails to budget or provide for its responsibilities set forth herein, the State shall not be obligated to be responsible for the Town's maintenance responsibilities. This agreement may be terminated by mutual written consent of the Parties hereto. or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future.

2. Annexations. Upon the annexation of any area by the Town which is traversed by a State Highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement. The Town shall then furnish the State with a revised map indicating the portion or portions of State's highway affected, which shall be incorporated herein as an amendment to Exhibit A.

3. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Town of Jerome
Attn: Public Works Director
P.O. Box 335
Jerome, Arizona 86331
(928) 634-7943
(928) 634-0715 Fax

9. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF JEROME

By


BOB BOWMAN
Mayor

STATE OF ARIZONA


Department of Transportation

By


DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By


BALTAZAR LOZANO
Clerk

G:\Jerome Master Roadway Maintenance Agreement
Initial draft 8/22/06
1/24/07 Draft 3 ghc
Final 4/6/07 ghc/sd


JPA 06-105

ATTORNEY APPROVAL FORM FOR THE TOWN OF JEROME

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF JEROME, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

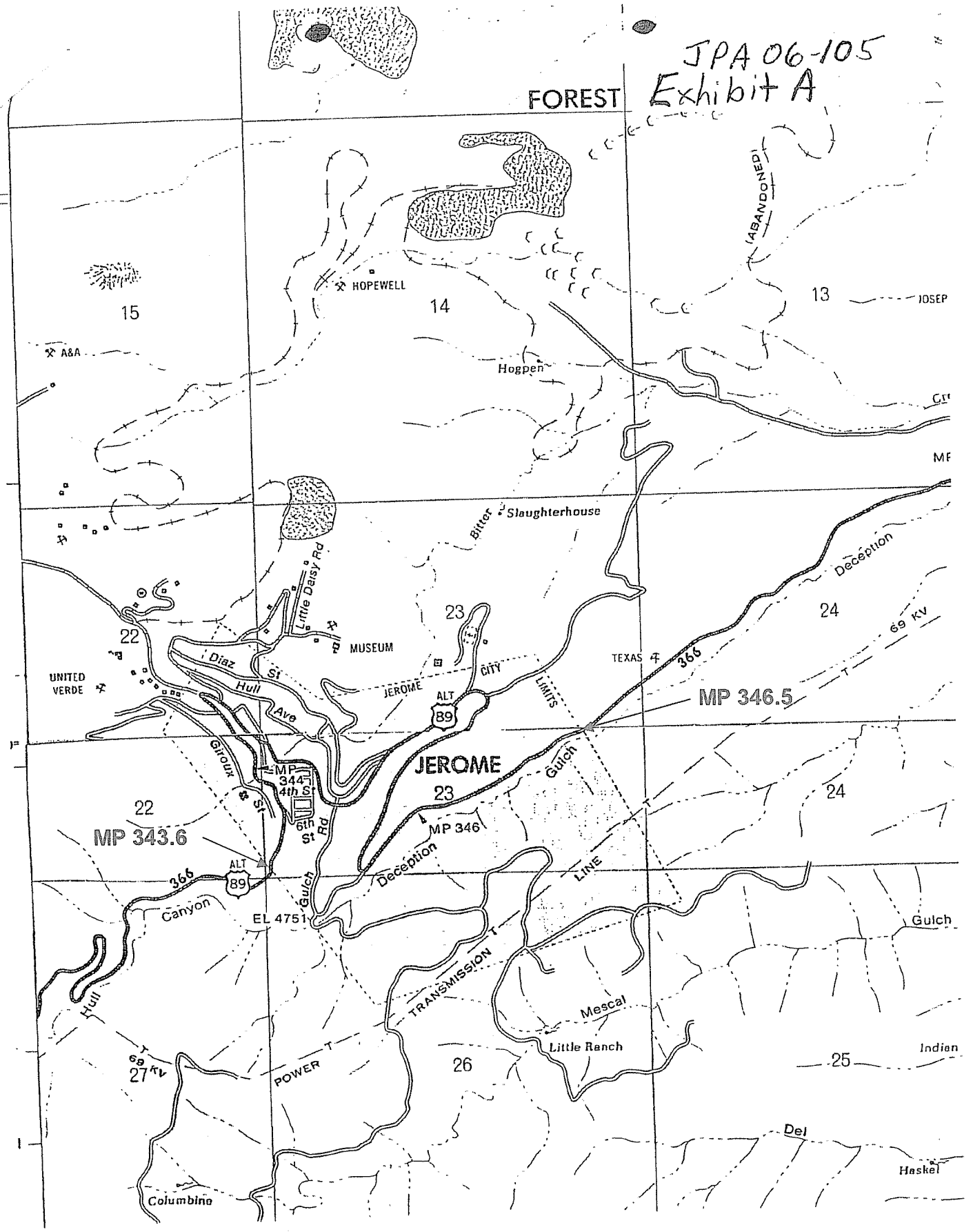
DATED this 10th day of April, 2007.

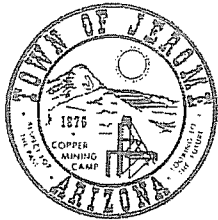


CURTIS, GOODWIN, SULLIVAN, UDALL & SHWAB, P.L.C.
by Phyllis Smiley
Town Attorney

JPA 06-105
Exhibit A

FOREST





Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX: 634-0715 E-mail manager@tojaz.us

Respect for the past — Looking to the future
Celebrating Our 108th Anniversary March 1899-2007

REGULAR MEETING OF THE JEROME TOWN COUNCIL JEROME CIVIC CENTER- 600 CLARK STREET- COUNCIL CHAMBERS TUESDAY, APRIL 10TH, 2007- 7:00 P.M

Persons with a disability may request an accommodation such as a sign language interpreter by contacting the Town Clerk, Balt Lozano, at 928-634-7943. Requests should be made early enough to allow time to arrange the accommodation. For TTY access, call the Arizona Relay Service at 800-367-8939 and ask for the Town of Jerome at 928-634-7943.

AGENDA

ITEM #1: CALL TO ORDER/ROLL CALL

Mayor/Chairperson to call meeting to order

Clerk to call and record the roll

The meeting starts at 7:00 PM

ITEM #2: PLEDGE OF ALLEGIANCE

Mayor/Chairperson to lead the Pledge

ITEM #3: STAFF REPORTS

Written Staff reports are presented at the regular Council Meeting of the month and are on file with the Town Clerk as of the following Wednesday. Reports required include the Manager's, Zoning Administrator's with the minutes of P&Z and Design Review meetings under #4:C. in the consent agenda, Town Clerk, Public Works, Police and Fire Departments.

Bob Bouwman notes the incorrect time posted in the Verde Independent article for the second public hearing.

Rebekah Kennedy – Kenneth Fletcher is doing the website for the Town. She is not comfortable with this.

ITEM #4 CONSENT AGENDA

Items listed on the consent agenda are considered routine and may be enacted with one motion.

Discussion/Possible Action

ITEM #4:A. PAYABLES

Payables and financial from March 1st, 2007 through March 31st, 2007.

Discussion/Possible Action

MINUTES OF REGULAR COUNCIL MEETING – TUESDAY, APRIL 10TH, 2007 PAGE 1 OF 4



For TTY Access, Call The Arizona Relay Service at 1-800-367-8939 And Ask For Town of Jerome at 634-7943



Jerome Town Hall Located at 600 Clark Street, Jerome Civic Center

ITEM #4:B. MINUTES

Minutes of Regular meeting of March 13th, 2007 and Special Council Meeting of March 26th, 2007.

Discussion/Possible Action

Rebekah Kennedy –Notes the correction in the minutes from pay to pave and the correction of the name Balt.

ITEM #4:C. PLANNING AND ZONING AND DESIGN REVIEW
MINUTES/RECOMMENDATIONS/PLANNING DIRECTOR'S REPORT.

Discussion/Possible Action

Jane Moore – Makes a motion to approve.

Gil Robinson – Seconds the motion.

All yes

No nay

Motion passes.

ITEM #5: PETITIONS FROM THE PUBLIC

Pursuant to A.R.S. 38-431.01 (G) public comment is permitted (not required) on matters no listed on the agenda but must be within the jurisdiction of the Council. All comment is subject to a reasonable time, place and manner restrictions. All petitioners must fill out a request form with their name and subject matter. When recognized by the chairperson, please step to the microphone, state your name and please observe the (3) three minute time limit speaker. No petitioners will be recognized without a request. The Council's response to public comments is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.

No petitions from the Public.

ITEM #6: OLD BUSINESS

*ITEM #6:A. INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE
TOWN OF JEROME AND ARIZONA DEPARTMENT OF TRANSPORTATION

This item was continued from November 14th, 2006, December 12th, 2006, January 9th, 2007, February 13th, 2007, and March 13th, 2007 Council Meetings.

Sponsorship: Bob Bouwman

Discussion/Possible Action

Phyllis Smiley – Notes the primary change was the indemnification and recommends approval of the IGA.

Gil Robinson – Makes a motion to approve the IGA.

Bob Bouwman – Seconds the motion.

All yes

No nay

Motion Passes

The Town Council may vote to go into executive session pursuant to A.R.S. 38.431.03 (A)(3) and (4) for the purpose of discussion or consultation with the Town Attorneys for legal advice and in order to consider the Town's position and instruct its attorneys regarding the Town Council's position regarding the IGA with ADOT, which is the subject of current negotiations.

ITEM #6:B TOWN OF JEROME RECORDS AND RETENTION POLICY AND PROCEDURES

The Jerome Town Council may discuss and take action on any new information on Records Management and Record Retention Policy staff and Council may have researched. Staff recently attended a Records Management workshop given by Lisa Maxwell of the Arizona State Library. Rebekah Kennedy has contacted municipalities on guidance for the development of a policy.

Sponsorship: Jane Moore & Rebekah Kennedy

Discussion/Possible Action

Rebekah Kennedy – She has contacted the Town Clerk of Bisbee. The Clerk has mailed her a packet of information. There is no such thing as a quick fix. The process has been researched and the information is with Balt Lozano. It is now in the hands of the Town Clerk. Getting a record retention policy in place is important.

Jane Moore – Recommends that people request to view the records. The Town can make sure a person is the custodian. The Town Manager or Town Clerk should send out a letter stating no records are taken out of Town Hall.

Bob Bouwman – Gives direction to staff to write a memo signed by the manager and clerk. The town may want to include the taking out of the laptop as part of the process.

ITEM #7: NEW BUSINESS

ITEM #7:A. FAIR HOUSING PROCLAMATION

The Jerome Town Council may discuss and approve Fair Housing Proclamation. April is Fair Housing Month and in 1986 and 1988 the Federal Fair Housing Acts declared that it is a National Policy to ensure equal opportunities in housing. The Proclamation will be read into the minutes.

Sponsorship: Bob Bouwman

Discussion/Possible Action

Balt Lozano read the proclamation into the minutes.

ITEM #7:B. TOWN OF JEROME COUNCIL AND BOARDS DEADLINES.

The Jerome Town Council may discuss and take action on submission deadlines to the meetings/workshops of the Jerome Town Council, Planning & Zoning, Design Review and Board of Adjustments.

Sponsorship: Bob Bouwman and Jane Moore

Discussion/Possible Action

Jane Moore – It has been accepted that 15 days be the timeframe for planning and zoning. The Council has it by ordinance, but is there a submission deadline/meeting times for the planning & zoning and Design Review. Board of adjustments requires a 15 day publication. There is also the posting of the properties if a new house is built in the neighborhood with planning and zoning. She recommends something is done by ordinance. She is sure the board members would like enough time to look at the plans on a house.

Bob Bouwman – Asks if this is something done by ordinance/resolution or can it be done as housekeeping.

Phyllis Smiley – Setting time limits for the items to be on the agenda is not done by ordinance or resolution.

Bob Bouwman - It should be an article in the newsletter.

Gil Robinson - The deadline should no be lengthened. This is a policy that the new planner can determine for the Planning department

Bob Bouwman - States the Town Manager will do it. He makes an announcement of the correct time for the second public hearing for Ordinance 343.

***ITEM #7:C. WIFA WATER GRANT-WATER INFRASTRUCTURE REPORT**

Jim Binick, the Town Engineer, will present to the Jerome Town Council the current water infrastructure assessment for completed scope of work on WIFA Water Grant.

Sponsorship: Bob Bouwman & Jane Moore

Discussion/Possible Action

Bob Bouwman - Makes a motion to go into executive session with the Town Attorney, Town Engineer, and Town Clerk to discuss the WIFA WATER GRANT - WATER INFRASTRUCTURE REPORT.

Jane Moore Seconds the motion.

All yes

No nay

Motion passes.

The Meeting is reconvened at 9:20 PM

The Town Council Jim Binick for the presentation.

The Town Council may vote to go into executive session pursuant to A.R.S. 38.431.03

(A)(2) and (3) for discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information that is specifically required to be maintained as confidential by state or federal law and Homeland Security Rules on municipal water systems and for discussion or consultation for legal advice with the Town Attorneys regarding the Water Infrastructure Report.

ITEM #8: ADJOURNMENT

Gil Robinson - Makes a motion to adjourn

Jane Moore - Seconds the motion.

All yes

No nay

Motion passes.

Meeting ends at 9:25PM

Note: pursuant to A.R.S. 38-431.02 (B) notice is hereby given to the Council and to the General Public that the Council plans to hold the above meeting. The Jerome Town Council may vote to go into executive session on any agenda item marked with an * pursuant to A.R.S 38.431.03 for the purposes set forth in the paragraph immediately following each agenda item.

Posted by Balt Lozano, Town Clerk, on Friday, April 6th, 2007.

APPROVED:



John R. Bouwman

Mayor

Town of Jerome


ATTEST:



Balt Lozano

Town Clerk

Town of Jerome

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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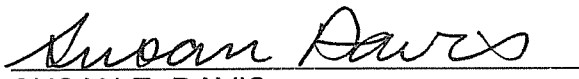
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR07-0483TRN (JPA 06-105-I), a Master Roadway Maintenance Agreement between public agencies, i.e., The State of Arizona and Town of Jerome, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 18, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:15175
Attachment